

**SERIAL 03221 C      PRINTING ACCESSORIES AND SUPPLIES**

**DATE OF LAST REVISION: August 18, 2006      CONTRACT END DATE: March 31, 2007**

**CONTRACT PERIOD THROUGH MARCH 31, 2007**

TO:                      All Departments

FROM:                  Department of Materials Management

SUBJECT:              Contract for **PRINTING ACCESSORIES AND SUPPLIES (NIGP 70057)**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **March 04, 2004**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

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Wes Baysinger, Director  
Materials Management

**AS/mm**  
Attach

Copy to:              Clerk of the Board  
                            Tom Campbell, Reprographics  
                            **Kathy Sicard**, Materials Management

(Please remove Serial 00226 from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: **PRINTING ACCESSORIES AND SUPPLIES  
(NIGP 70057)**

1.0 **INTENT:**

The intent of this Invitation for Solicitation is to establish a requirements contract for Reprographic Supplies to be delivered to Maricopa County Materials Management, Graphic Services, 320 W. Lincoln St., Phoenix, AZ, 85003.

Also included are blanket discounts for related supplies as covered by current pricing documents. Amendments, supplements and/or revisions will be effective upon receipt and approval of notice to the Department of Materials Management.

2.0 **TECHNICAL SPECIFICATIONS:**

2.1 All pricing submitted on Attachment A/Pricing shall be held firm for a period of one (1) year from date of award. Amendments, supplements and/or revisions for the additional pricing/blanket discount section of each vendors bid will be effective upon receipt of notice and approval by the Department of Materials Management. Any price increase requested must be evidenced by sufficient documentation (i.e.; letter from manufacturer or supplier quantifying price increases)

2.2 All bidding vendors shall submit two (2) copies of catalogs and price sheets with their bid for the additional pricing/blanket discount section. Catalog amendments or supplements will become effective upon receipt and approval by the Materials Management Department.

2.3 All quantities listed on Attachment A/Pricing are estimated annual usage figures. Maricopa County does not expressly or implicitly guarantee these figures and reserves the right to modify purchase quantities without penalty.

2.4 All chemicals supplied by the awarded vendor shall meet all OSHA, EPA, (Federal), State, Local and/or County hazardous material guidelines. Material Safety Data Sheet (MSDS) shall accompany each prospective vendors bid.

2.5 Vendors bidding alternate products other than those specifically called for in Attachment A may be required to submit samples of the items proposed. All samples shall be furnished at no cost to the County and sent to Maricopa County Materials Management, Graphics Services, 320 W. Lincoln St., Phoenix, AZ 85003. All samples requested are to be provided to the County within seven (7) days of request.

2.6 **USAGE REPORT:**

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.7 **DELIVERY:**

Delivery is required F.O.B. Destination, freight pre-paid within **fourteen** (14) days of receipt of Purchase Order, to any delivery location within Maricopa County as specified by the County. It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.8 **EXPEDITED DELIVERY:**

If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency via fax or other reasonable means.

The Using Agency shall not advise the Contractor to proceed with shipment until acceptable terms are negotiated and a purchase order is issued. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the Contract. The Using Agency shall retain all documents related to these costs within the agency purchase order file, for audit purposes.

**2.9 SHIPPING:**

***Bid prices shall be made F.O.B. destination freight pre-paid to the Using Agency within Maricopa County.*** The Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All claims for visible or concealed damage shall be filed by the Contractor. The County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

**2.10 SHIPPING DOCUMENTS**

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- (1) Name and address of the Contractor;
- (2) Name and address of the County Agency;
- (3) County purchase order number;
- (4) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

**2.11 STOCK:**

The Contractor shall be expected to stock locally sufficient quantities as may be necessary to meet the County's needs.

**2.12 BRAND NAME:**

Bids on brands other than those listed are subject to approval based on evaluation. Maricopa County reserves the right to request samples to determine quality and acceptability of products bid. In some cases brands have been listed to define quality of products desired and is not intended to be restrictive or limit competition. Products substantially equivalent to those designated shall qualify for consideration.

**2.13 SAMPLES:**

Contractors may be requested to furnish samples of items proposed for examination by the County. Any items so requested shall be furnished within seven (7) days from the date of request and furnished at no cost to the County and sent to the address designated in the Invitation for Bids.

**2.14 WAREHOUSE/DISTRIBUTION CENTER:**

The Contractor shall have access to a local warehouse/distribution center within the Phoenix metropolitan area capable of providing the goods listed herein at the time of bid submission. Maricopa County reserves the right to inspect such warehouse/distribution center(s) to ensure compliance with terms and conditions of the Invitation for Bids.

**2.15 PRODUCT DISCONTINUANCE:**

In the event that a manufacturer discontinues a product and/or model, the County may allow the successful Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the County:

- 2.15.1 Documentation from the manufacturer that the product of model has been discontinued.
- 2.15.2 Documentation that names the replacement product or model.
- 2.15.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original Invitation for Bids.
- 2.15.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- 2.15.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

**2.16 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:**

Contractor shall provide copies of its sales literature and brochures, and copies of any manufacturer's technical and descriptive literature regarding the material it proposes to provide. Literature shall include sufficient in detail to allow full and fair evaluation of the offer submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

**2.17 ADDITIONAL PRICING:**

Contractors are strongly encouraged to offer additional pricing for related items/products/components, which are not specifically addressed as line items in the Invitation For Bids. Pricing offered should be noted on the pricing pages of the Contractor response in the format requested. Two (2) sets of catalogs/pricing documents shall accompany any additional pricing offered.

**2.18 CONTRACTOR REVIEW OF DOCUMENTS:**

Contractor shall review its bid submission to assure the following requirements are met.

- 2.18.1 One (1) original and one (1) copy of all submissions is MANDATORY
- 2.18.2 Pricing pages, MANDATORY (Attachment A)
- 2.18.3 Copies of Catalogs/Pricing Documents (if required)
- 2.18.4 Literature, Technical and Descriptive, MANDATORY
- 2.18.5 Vendor Information, MANDATORY (Attachment D)
- 2.18.6 Agreement page, MANDATORY (Attachment B)

**3.0 SPECIAL TERMS & CONDITIONS:**

**3.1 CONTRACT LENGTH:**

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a three (3) year period.

**3.2 OPTION TO EXTEND:**

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 ESCALATION:

Any request for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and must be within the Producer Price Index for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

3.4 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

- 3.4.1 Compliance with specifications
- 3.4.2 Price
- 3.4.3 Determination of responsibility

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.5 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

3.6 ORDERING AUTHORITY

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid). **CAPA purchases are limited to values of less than \$2,500.00. No other request is valid.**

3.7 INDEMNIFICATION AND INSURANCE:

3.7.1 **INDEMNIFICATION**

To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify, and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract. **CONTRACTOR'S** duty to defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

3.7.2 **Abrogation of Arizona Revised Statutes Section 34-226:**

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, **CONTRACTOR** shall defend, indemnify and hold harmless **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services. **CONTRACTOR'S** duty to defend, indemnify and hold harmless, **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including **COUNTY**.

The scope of this indemnification does not extend to the sole negligence of **COUNTY**.

3.8 **PROCUREMENT CARD ORDERING CAPABILITY:**

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.9 **INQUIRIES AND NOTICES:**

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY  
DEPARTMENT OF MATERIALS MANAGEMENT  
ATTN: CONTRACT ADMINISTRATION  
320 W. LINCOLN ST.  
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:  
~~STAN FISHER~~ **CHARLES HINEGARDNER**, SENIOR PROCUREMENT CONSULTANT,  
602-506-3274 **6476** ([sfisher@mail.maricopa.gov](mailto:sfisher@mail.maricopa.gov))

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.10 **SUBMISSION PRICE CLARITY:**

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.11 **INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:**

Bidders are to provide one (1) original "hard copy" (labeled) and one (1) "copy labeled as such. TWO COPIES TOTAL. Bidders are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. A corporate official who has been authorized to make such commitments must sign bids.

**PRESSTEK INC. 2350 E. DEVON AVENUE SUITE #350, DES PLAINES, IL 60018**  
**AB DICK MULTIGRAPHICS, 7400 CALDWELL AVENUE, NILES, IL 60714**

**C361024 / B0605911 / NIGP CODES 70057**

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL:   X   YES (bids@abdick.com)

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT?   X   YES    NO

IF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD?    YES   X   NO

INTERNET ORDERING CAPABILITY:   X   YES (shop.abdick.com)

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT:   X   YES    NO

**PRICING:**

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

<b><u>Description</u></b>	<b><u>Estimated Annual Usage</u></b>	<b><u>Product #</u></b>	<b><u>Mfr./Brand / Product # bid list below</u></b>	<b><u>Price</u></b>
<b>Chemicals:</b>				
Blanket Wash, Quick Dry, Low V.O.C. 55 Gal/Drum Varn	3 drums	10009DD	VARNPRONTO, 10009VE	\$494.50 / drum
Blanket Saver (btl/4 oz) Varn	6 btl.	1810260001	ABDICK, 4-6000	\$6.70 / bottle
Cylinder Degreaser Lithco	6 pts	PTZ34620	ABDICK, 83-5-101395	\$6.45 / pint
Roller Wash, Water Miscible 5 gal can Blue Ribbon	6 cans	10037PA	ABDICK, 83-1-105820 (Previously Ordered) OR VARN 10037PA – BOTH AT SAME PRICE	\$47.85 / can
<b>Chemicals:</b>				
R.B. Black #5 cans VS152	75 cans	VS152	83-8-104412	\$22.00 / can
R.B. process blue #1 cans VS 307	20 cans	VS307	530-80000	\$7.25 / can
R.B. 288 blue #1 cans VS PMS 288	20 cans	VSPMS288	RB-1, 13-3-208835	\$24.75 / can
R.B. reflex blue #1 cans VS 306	20 cans	VS306	530-7000	\$7.25 / can
R.B. 469 brown #1 cans VS 350	20 cans	VS350	RB-1*Van son now a special Mix, 530-469	\$7.25 / can
R.B. pms green #1 cans VS 308	20 cans	VS308	530-9000	\$10.45 / can
R.B. pms orange #1 cans VS 353	20 cans	VS353	530-165	\$8.85 / can
R.B. pms purple #1 cans VS 305	20 cans	VS305	530-6000	\$13.20 / can

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**AB DICK MULTIGRAPHICS, 7400 CALDWELL AVENUE, NILES, IL 60714**

R.B. 185 red #1 cans VS 329	20 cans	VS329	530-185	\$7.85 / can
R.B. rubine #1 cans VS 303	20 cans	VS303	530-4000	\$8.25 / can
R.B. warm red #1 cans VS 302	20 cans	VS302	530-3000	\$8.00 / can
R.B. pms violet #1 cans VS 300	20 cans	VS300	530-9500	\$12.25 / can
R.B. pms yellow #1 cans VS 301	20 cans	VS301	530-2000	\$7.00 / can
R.B. white tint #1 cans VS 357	20 cans	VS357	530-0100	\$12.75 / can

**Chemicals:**

**Supplies for DPM 2000 Image Setter:**

15 1/2" x 200' mega HF-F Plate Material (5 mil) (1 roll/case)	24 cases	53926	ABDICK 53926	\$214.00 / case
Activator, Mega Plate (4 gal/case)	12 cases	38750	ABDICK 38750	\$52.00 / case
Stabilizer, Mega Plate (4 gal/case)	6 cases	38756	ABDICK 38756	\$48.00 / case
Etch, Mage Plate (6 qts/case)	6 cases	38766	ABDICK 38766	\$22.00 / case
Fountain Concentrate, Mega Plate (4 gal/case)	6 cases	38773	ABDICK 38772	\$36.00 / case
Image Remover, Silver Master (12/box)	3 boxes	6024021002(B)	ABDICK 38772	\$96.00 / box (\$8.00 Each)
			BASELINE SILVE-5001 FINE POINT	7.25 / Each

**Other:**

Varn Revitol Roller Detergent Glaze Remover 1 gal <b><u>(Must be Revitol product)</u></b>	6 gal.	14220GA	VARN 14220GA	\$17.35 / gal.
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**ADDITIONAL PRICING:**

Vendors are requested to include a price list/catalog of additional related supply items available and indicate discount schedule

Catalog/Price list reference (define):	ARIZONA DEPT OF EDUCATION (STATE OF AZ) EFF. 09/10/02
Discount Schedule (define):	N / A – NET PRICE BOOK
Delivery Terms for Additional Pricing: (define)	FOB DESTINATION ON ALL SUPPLIES



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**AB DICK MULTIGRAPHICS, 7400 CALDWELL AVENUE, NILES, IL 60714**

Terms: NET 30

Vendor Number: **W000007143 X**

Telephone Number: **800/752-5139**

Fax Number: **888/425-9270**

Contact Person: **Laurel Nandy**

E-mail Address: [\*\*bids@presstek.com\*\*](mailto:bids@presstek.com)

Company Web Site: [\*\*www.abdick.com\*\*](http://www.abdick.com)

Insurance Certificate NO

Contract Period: To cover the period ending **March 31, 2007.**